

BETSY C. MANIFOLD (182450)  
RACHELE R. BYRD (190634)  
BRITTANY N. DEJONG (258766)  
**WOLF HALDENSTEIN ADLER  
FREEMAN & HERZ LLP**  
750 B Street, Suite 1820  
San Diego, CA 92101  
Telephone: 619/239-4599  
Facsimile: 619/234-4599  
manifold@whafh.com  
byrd@whafh.com  
dejong@whafh.com

*Interim Class Counsel for the  
Consumer Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

IN RE APPLE IPHONE ANTITRUST  
LITIGATION

Case No. 4:11-cv-06714-YGR-TSH

**[PROPOSED] SUPPLEMENTAL  
PROTECTIVE ORDER GOVERNING  
DISCOVERY FROM ELECTRONIC  
ARTS INC.**

Hon. Yvonne Gonzalez Rogers

DONALD R. CAMERON, *et al.*,

Case No. 4:19-cv-03074-YGR-TSH

Plaintiffs,

v.

APPLE INC.,

Defendant.

EPIC GAMES, INC.,

Case No. 4:20-cv-05640-YGR-TSH

Plaintiff and Counter-defendant,

v.

APPLE INC.,

Defendant and Counterclaimant.

1 Having considered Consumer Plaintiffs' Administrative Motion for Entry of Supplemental  
 2 Protective Orders and any opposition(s) filed in response thereto, and good cause appearing, the  
 3 Court hereby grants the motion and enters the following order:

4 **A. GENERAL PROVISIONS**

5 1. The definitions, terms and provisions contained in the Stipulated Amended  
 6 Protective Order on January 21, 2021 (Case No. 4:11-cv-06714-YGR, Dkt. No. 381; Case No.  
 7 4:19-cv-03074-YGR, Dkt. No. 252) (the "Protective Order") shall be incorporated herein by  
 8 reference as though fully set forth herein; provided, however, that in the event of a conflict  
 9 between any definition, term or provision of this Supplemental Protective Order and any  
 10 definition, term or provision of the Protective Order, this Supplemental Protective Order will  
 11 control with respect to such conflict.

12 2. The definitions, terms and provisions contained in this Supplemental Protective  
 13 Order shall apply only to those Discovery Materials produced by Electronic Arts Inc. ("EA"), and  
 14 nothing herein shall provide any rights or protections to the Parties to the Litigations<sup>1</sup> beyond  
 15 those set forth in the Protective Order.

16 **B. ADDITIONAL DEFINITIONS**

17 1. Business Consultant: a consultant advising on or involved in competitive decision-  
 18 making.

19 2. Party Expert: with respect to the "EA HIGHLY CONFIDENTIAL – OUTSIDE  
 20 COUNSEL EYES ONLY" designation, a person with specialized knowledge or experience in a  
 21 matter pertinent to the Litigations who: (1) has been retained by a Party or its counsel to serve as  
 22 an expert witness or as a consultant in the Litigations; (2) is not a current employee or current  
 23 Business Consultant of a Party, EA, or any EA competitor, or otherwise currently involved in  
 24 competitive decision-making for a Party, EA, or any EA competitor; (3) has not, within the 12  
 25 months preceding the entry of this Protective Order, been an employee or Business Consultant of

26  
 27 <sup>1</sup> Litigations shall mean *In re Apple iPhone Antitrust Litigation*, Case No. 4:11-cv-06714-  
 28 YGR; *Cameron v. Apple Inc.*, Case No. 4:19-cv-03074-YGR; and *Epic Games, Inc. v. Apple Inc.*,  
 Case No. 4:20-cv-05640.

1 a Party, EA, or any EA competitor, or otherwise been involved in competitive decision-making  
 2 for a Party, EA, or any EA competitor; and (4) at the time of retention, is not anticipated to  
 3 become an employee or Business Consultant of a Party, EA, or any EA competitor, or to be  
 4 otherwise involved in competitive decision-making for a Party, EA, or any EA competitor. If,  
 5 while the Litigations are pending, a Party learns that any of its retained experts or consultants as  
 6 defined herein is anticipating to become, or has become, an employee or Business Consultant of  
 7 EA or any EA competitor, or otherwise involved in competitive decision-making for EA or any  
 8 EA competitor, the Party learning such information shall promptly disclose the information to  
 9 EA.

10 3. “EA HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY”  
 11 Information or Items: extremely sensitive “Confidential Information or Items” produced by EA  
 12 and that contain algorithms and source code; non-public, commercially sensitive customer lists or  
 13 communications; non-public financial, marketing, or strategic business planning information;  
 14 past, current, or future non-public information regarding prices, costs, margins, or other financial  
 15 metrics; information relating to research, development, testing of, or plans for existing or  
 16 proposed future products; non-public information concerning EA’s data protection practices and  
 17 security protocols; evaluation of the strengths and vulnerability of EA’s product offerings,  
 18 including non-public pricing and cost information; confidential contractual terms, proposed  
 19 contractual terms, or negotiating positions (including internal deliberations about negotiating  
 20 positions) taken with respect to EA or competitors to EA; information relating to pending or  
 21 abandoned patent applications that have not been made available to the public; confidential  
 22 submissions to governmental entities describing EA’s legal positions or theories; personnel files;  
 23 sensitive personally identifiable information; and communications that disclose any such  
 24 information.

25 **C. ADDITIONAL PROTECTIONS FOR ACCESS TO AND USE OF EA**  
 26 **PROTECTED MATERIALS**

27 1. Manner of Designating “EA HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL  
 28 EYES ONLY” Information or Items. To qualify for protection as “EA HIGHLY

1 CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY,” EA must affix the legend “EA  
2 HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” to each page of any  
3 document for which EA seeks protection under this Supplemental Protective Order.”

4 2. Disclosure of “EA HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES  
5 ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by  
6 EA, a Party may disclose any information or item designated “EA HIGHLY CONFIDENTIAL –  
7 OUTSIDE COUNSEL EYES ONLY” only to:

8 (a) the Party’s Outside Counsel of Record in the Litigations, as well as  
9 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
10 information for these Litigations and who have signed the “Acknowledgement and Agreement to  
11 be Bound” that is attached to the Protective Order as Exhibit A;

12 (b) Party Experts (as defined in this Supplemental Protective Order) (1) to  
13 whom disclosure is reasonably necessary for these Litigations and (2) who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (c) the Court and its personnel;

16 (d) court reporters and their staff, professional jury or trial consultants, and  
17 Professional Vendors to whom disclosure is reasonably necessary for these Litigations and who  
18 have signed the “Acknowledgment and Agreement to be Bound” (Exhibit A); and

19 (e) the author or recipient of a document containing the information.

20 3. All other provisions of the Protective Order, including Paragraphs 2, 3, 4, 5.3, 6,  
21 7.1, 9, 10, 11, 12, 13, and 14 apply mutatis mutandis to information designated “EA HIGHLY  
22 CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY” to the same extent as they apply to  
23 information designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY;” except  
24 that the provision in Paragraph 3 of the Protective Order providing that any use of Protected  
25 Material at trial shall be governed by a separate agreement or order shall not apply to information  
26 designated “EA HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY.” Unless  
27 otherwise ordered by the Court or expressly permitted by EA, no Party seeking to introduce  
28 documents or information designated “EA HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL

1 EYES ONLY” into the record at trial may disclose the materials to any persons other than those  
2 identified in Paragraph C.2. of this Supplemental Protective Order. In the event a Party seeks to  
3 introduce documents or information designated “EA HIGHLY CONFIDENTIAL – OUTSIDE  
4 COUNSEL EYES ONLY” at trial in a manner that will result in disclosure to persons other than  
5 those specified in Paragraph C.2 of this Supplemental Protective order, the Party shall promptly  
6 notify in writing the EA such that EA may raise any objection.

7 **IT IS SO ORDERED.**

8  
9 DATED: May\_\_, 2021

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10 HON. YVONNE GONZALEZ ROGERS  
United States District Court Judge

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